

Introduced by Senator Mountjoy

February 28, 1997

An act to amend Section 2982 of the Civil Code, and to amend Sections 14602.6 and 22850.5 of the Vehicle Code, relating to vehicles.

LEGISLATIVE COUNSEL'S DIGEST

SB 1325, as introduced, Mountjoy. Vehicles.

(1) Existing law requires specified conditional sale contracts for the sale of motor vehicles to contain specified disclosures and limits the amount of the disclosed finance charges. However, existing law provides that the limits do not apply to contracts in which the finance charge or a portion thereof is determined by the simple-interest basis and the amount financed, as specified, is more than \$1,650.

This bill would increase the exempted amount from more than \$1,650 to more than \$2,500.

(2) Under existing law, a vehicle that is removed and seized, because a peace officer has determined that the driver's privilege to operate the vehicle was suspended or revoked or the driver was never issued a license, is required to be released to the legal owner or the legal owner's agent when, among other things, the legal owner or the agent presents an affidavit of repossession for the vehicle.

This bill would include an affidavit of nonmonetary repossession in the list of documents that are to be presented in order to obtain the release of the vehicle and would provide that a seizure pursuant to the above is sufficient grounds for

the issuance of an affidavit of nonmonetary repossession for the vehicle.

(3) Existing law authorizes state and local agencies to adopt a regulation, ordinance, or resolution establishing procedures for the release of properly impounded vehicles and for the imposition of a charge equal to the administrative costs relating to the removal, impoundment, storage, or release of the vehicles subject to waiver.

This bill would limit the administrative costs to \$15.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 2982 of the Civil Code is
2 amended to read:

3 2982. Every conditional sale contract subject to this
4 chapter shall contain the disclosures required by
5 Regulation Z whether or not Regulation Z applies to the
6 transaction. In addition, to the extent applicable, the
7 contract shall contain the other disclosures and notices
8 required by, and shall satisfy the requirements and
9 limitations of, this section. The disclosures required by
10 subdivision (a) may be itemized or subtotaled to a greater
11 extent than as required by that subdivision and shall be
12 made together and in the sequence set forth in that
13 subdivision. All other disclosures and notices may appear
14 in the contract in any location or sequence and may be
15 combined or interspersed with other provisions of the
16 contract.

17 (a) The contract shall contain the following
18 disclosures, as applicable, which shall be labeled
19 “itemization of the amount financed”:

20 (1) (A) The cash price, exclusive of document
21 preparation fees, taxes imposed on the sale, pollution
22 control certification fees, and the amount charged for a
23 service contract.

24 (B) The fee to be retained by the seller for document
25 preparation.

1 (C) The fee charged by the seller for certifying that
2 the motor vehicle complies with applicable pollution
3 control requirements.

4 (D) Any donation made to a high polluter repair or
5 removal program.

6 (E) Taxes imposed on the sale.

7 (F) The amount charged for a service contract.

8 (G) The total cash price, which is the sum of
9 subparagraphs (A) to (F), inclusive.

10 (2) An itemization of the amounts to be paid to any
11 public officer for license, certificate of title, motor vehicle
12 smog impact fee, and registration.

13 (3) The aggregate amount of premiums agreed, upon
14 execution of the contract, to be paid for policies of
15 insurance included in the contract, excluding the amount
16 of any insurance premium included in the finance charge.

17 (4) The amount of the state fee for issuance of a
18 certificate of compliance, noncompliance, exemption, or
19 waiver pursuant to any applicable pollution control
20 statute.

21 (5) A subtotal representing the sum of the foregoing
22 items.

23 (6) The amount of the buyer's downpayment itemized
24 to show the following:

25 (A) The net agreed value of the property being traded
26 in.

27 (B) The amount of any portion of the downpayment
28 to be deferred until not later than the due date of the
29 second regularly scheduled installment under the
30 contract and which is not subject to a finance charge.

31 (C) The amount of any manufacturer's rebate applied
32 or to be applied to the downpayment.

33 (D) The remaining amount paid or to be paid by the
34 buyer as a downpayment.

35 (7) The amount of any administrative finance charge,
36 labeled "prepaid finance charge."

37 (8) The difference between item (5) and the sum of
38 items (6) and (7), labeled "amount financed."



1 (b) No particular terminology is required to disclose
2 the items set forth in subdivision (a) except as expressly
3 provided in that subdivision.

4 (c) If payment of all or a portion of the downpayment
5 is to be deferred, the deferred payment shall be reflected
6 in the payment schedule disclosed pursuant to Regulation
7 Z.

8 (d) If the downpayment includes property being
9 traded in, the contract shall contain a brief description of
10 that property.

11 (e) The contract shall contain the names and
12 addresses of all persons to whom the notice required
13 under Section 2983.2 and permitted under Sections 2983.5
14 and 2984 is to be sent.

15 (f) (1) Where the contract includes a finance charge
16 determined on the precomputed basis, the contract shall
17 identify the method of computing the unearned portion
18 of the finance charge in the event of prepayment in full
19 of the buyer's obligation and contain a statement of the
20 amount or method of computation of any charge that may
21 be deducted from the amount of any unearned finance
22 charge in computing the amount that will be credited to
23 the obligation or refunded to the buyer. The method of
24 computing the unearned portion of the finance charge
25 shall be sufficiently identified with a reference to the
26 actuarial method if the computation will be under that
27 method. The method of computing the unearned portion
28 of the finance charge shall be sufficiently identified with
29 a reference to the Rule of 78's, the sum of the digits, or the
30 sum of the periodic time balances method in all other
31 cases, and those references shall be deemed to be
32 equivalent for disclosure purposes.

33 (2) Where the contract includes a finance charge
34 which is determined on the simple-interest basis but
35 provides for a minimum finance charge in the event of
36 prepayment in full, the contract shall contain a statement
37 of that fact and the amount of the minimum finance
38 charge or its method of calculation.

39 (g) (1) Where the contract includes a finance charge
40 which is determined on the precomputed basis and

1 provides that the unearned portion of the finance charge
2 to be refunded upon full prepayment of the contract is to
3 be determined by a method other than actuarial, the
4 contract shall contain a notice, in at least 10-point
5 boldface type if the contract is printed, reading as follows:
6 “Notice to buyer: (1) Do not sign this agreement before
7 you read it or if it contains any blank spaces to be filled
8 in. (2) You are entitled to a completely filled-in copy of
9 this agreement. (3) You can prepay the full amount due
10 under this agreement at any time and obtain a partial
11 refund of the finance charge if it is \$1 or more. Because
12 of the way the amount of this refund will be figured, the
13 time when you prepay could increase the ultimate cost of
14 credit under this agreement. (4) If you default in the
15 performance of your obligations under this agreement,
16 the vehicle may be repossessed and you may be subject
17 to suit and liability for the unpaid indebtedness
18 evidenced by this agreement.”

19 (2) Where the contract includes a finance charge
20 which is determined on the precomputed basis and
21 provides for the actuarial method for computing the
22 unearned portion of the finance charge upon
23 prepayment in full, the contract shall contain a notice, in
24 at least 10-point boldface type if the contract is printed,
25 reading as follows: “Notice to buyer: (1) Do not sign this
26 agreement before you read it or if it contains any blank
27 spaces to be filled in. (2) You are entitled to a completely
28 filled-in copy of this agreement. (3) You can prepay the
29 full amount due under this agreement at any time and
30 obtain a partial refund of the finance charge if it is \$1 or
31 more. (4) If you default in the performance of your
32 obligations under this agreement, the vehicle may be
33 repossessed and you may be subject to suit and liability for
34 the unpaid indebtedness evidenced by this agreement.”

35 (3) Where the contract includes a finance charge
36 which is determined on the simple-interest basis, the
37 contract shall contain a notice, in at least 10-point
38 boldface type if the contract is printed, reading as follows:
39 “Notice to buyer: (1) Do not sign this agreement before
40 you read it or if it contains any blank spaces to be filled

1 in. (2) You are entitled to a completely filled-in copy of
2 this agreement. (3) You can prepay the full amount due
3 under this agreement at any time. (4) If you default in the
4 performance of your obligations under this agreement,
5 the vehicle may be repossessed and you may be subject
6 to suit and liability for the unpaid indebtedness
7 evidenced by this agreement.”

8 (h) The contract shall contain a notice in at least
9 8-point boldface type, acknowledged by the buyer, that
10 reads as follows:

11
12 “If you have a complaint concerning this sale, you
13 should try to resolve it with the seller.

14 Complaints concerning unfair or deceptive practices
15 or methods by the seller may be referred to the city
16 attorney, the district attorney, or the Department of
17 Motor Vehicles, Division of Investigations and
18 Occupational Licensing, P.O. Box 93289, Sacramento,
19 California 94232-3890, or any combination thereof.

20 After this contract is signed, the seller may not change
21 the financing or payment terms unless you agree in
22 writing to the change. You do not have to agree to any
23 change, and it is an unfair or deceptive practice for the
24 seller to make a unilateral change.

25
26 _____
27 Buyer’s Signature”
28

29 (i) (1) The contract shall contain an itemization of
30 any insurance included as part of the amount financed
31 disclosed pursuant to paragraph (3) of subdivision (a)
32 and of any insurance included as part of the finance
33 charge. The itemization shall identify the type of
34 insurance coverage and the premium charged therefor,
35 and, if the insurance expires before the date of the last
36 scheduled installment included in the repayment
37 schedule, the term of the insurance shall be stated.

38 (2) If any charge for insurance (other than for credit
39 life or disability) is included in the contract balance and
40 disbursement of any part thereof is to be made more than

1 one year after the date of the conditional sale contract,
2 any finance charge on the amount to be disbursed after
3 one year shall be computed from the month the
4 disbursement is to be made to the due date of the last
5 installment under the conditional sale contract.

6 (j) (1) Except for contracts in which the finance
7 charge or portion thereof is determined by the simple
8 interest basis and the amount financed disclosed pursuant
9 to paragraph (8) of subdivision (a) is more than ~~one~~
10 ~~thousand six hundred fifty dollars (\$1,650)~~ *two thousand*
11 *five hundred dollars (\$2,500)*, the dollar amount of the
12 disclosed finance charge shall not exceed the greater of:

13 (A) (i) One and one-half percent on so much of the
14 unpaid balance as does not exceed two hundred
15 twenty-five dollars (\$225), $1\frac{1}{6}$ percent on so much of the
16 unpaid balance in excess of two hundred twenty-five
17 dollars (\$225) as does not exceed nine hundred dollars
18 (\$900) and $\frac{5}{6}$ of 1 percent on so much of the unpaid
19 balance in excess of nine hundred dollars (\$900) as does
20 not exceed ~~one thousand six hundred fifty dollars (\$1,650)~~
21 *two thousand five hundred dollars (\$2,500)*; or

22 (ii) One percent of the entire unpaid balance;
23 multiplied in either case by the number of months
24 (computed on the basis of a full month for any fractional
25 month period in excess of 15 days) elapsing between the
26 date of the contract and the due date of the last
27 installment; or

28 (B) If the finance charge is determined by the
29 precomputed basis, twenty-five dollars (\$25); or

30 (C) If the finance charge or a portion thereof is
31 determined by the simple-interest basis:

32 (i) Twenty-five dollars (\$25) if the unpaid balance
33 does not exceed one thousand dollars (\$1,000), (ii) fifty
34 dollars (\$50) if the unpaid balance exceeds one thousand
35 dollars (\$1,000) but does not exceed two thousand dollars
36 (\$2,000), or (iii) seventy-five dollars (\$75) if the unpaid
37 balance exceeds two thousand dollars (\$2,000).

38 (2) The holder of the contract shall not charge, collect,
39 or receive a finance charge which exceeds the disclosed
40 finance charge, except to the extent (A) caused by the

1 holder's receipt of one or more payments under a
2 contract which provides for determination of the finance
3 charge or a portion thereof on the 365-day basis at a time
4 or times other than as originally scheduled whether or not
5 the parties enter into an agreement pursuant to Section
6 2982.3, (B) permitted by paragraph (2), (3), or (4) of
7 subdivision (c) of Section 226.17 of Regulation Z, or (C)
8 permitted by subdivisions (a) and (c) of Section 2982.8.

9 (3) If the finance charge or a portion thereof is
10 determined by the simple-interest basis and the amount
11 of the unpaid balance exceeds five thousand dollars
12 (\$5,000), the holder of the contract may, in lieu of its right
13 to a minimum finance charge under subparagraph (C) of
14 paragraph (1), charge, receive, or collect on the date of
15 the contract an administrative finance charge not to
16 exceed seventy-five dollars (\$75), provided that the sum
17 of the administrative finance charge and the portion of
18 the finance charge determined by the simple-interest
19 basis shall not exceed the maximum total finance charge
20 permitted by subparagraph (A) of paragraph (1). Any
21 administrative finance charge which is charged,
22 received, or collected by a holder shall be deemed a
23 finance charge earned on the date of the contract.

24 (4) When a contract provides for unequal or irregular
25 payments, or payments on other than a monthly basis, the
26 maximum finance charge shall be at the effective rate
27 provided for in paragraph (1), having due regard for the
28 schedule of installments.

29 (k) The contract may provide that for each
30 installment in default for a period of not less than 10 days
31 the buyer shall pay a delinquency charge in an amount
32 not to exceed in the aggregate 5 percent of the delinquent
33 installment, which amount may be collected only once on
34 any installment regardless of the period during which it
35 remains in default. Payments timely received by the
36 seller under an extension or deferral agreement shall not
37 be subject to a delinquency charge unless the charge is
38 permitted by Section 2982.3. The contract may provide
39 for reasonable collection costs and fees in the event of
40 delinquency.



1 (I) Notwithstanding any provision of a contract to the
2 contrary, the buyer may pay at any time before maturity
3 the entire indebtedness evidenced by the contract
4 without penalty. In the event of prepayment in full:

5 (1) If the finance charge was determined on the
6 precomputed basis, the amount required to prepay the
7 contract shall be the outstanding contract balance as of
8 that date, provided, however, that the buyer shall be
9 entitled to a refund credit in the amount of the unearned
10 portion of the finance charge, except as provided in
11 paragraphs (3) and (4). The amount of the unearned
12 portion of the finance charge shall be at least as great a
13 proportion of the finance charge, including any
14 additional finance charge imposed pursuant to Section
15 2982.8 or other additional charge imposed because the
16 contract has been extended, deferred, or refinanced, as
17 the sum of the periodic monthly time balances payable
18 more than 15 days after the date of prepayment bears to
19 the sum of all the periodic monthly time balances under
20 the schedule of installments in the contract or, if the
21 contract has been extended, deferred, or refinanced, as
22 so extended, deferred, or refinanced. Where the amount
23 of the refund credit is less than one dollar (\$1), no refund
24 credit need be made by the holder. Any refund credit
25 may be made in cash or credited to the outstanding
26 obligations of the buyer under the contract.

27 (2) If the finance charge or a portion thereof was
28 determined on the simple-interest basis, the amount
29 required to prepay the contract shall be the outstanding
30 contract balance as of that date, including any earned
31 finance charges which are unpaid as of that date and, if
32 applicable, the amount provided in paragraph (3), and
33 provided further that in cases where a finance charge is
34 determined on the 360-day basis, the payments
35 theretofore received will be assumed to have been
36 received on their respective due dates regardless of the
37 actual dates on which the payments were received.

38 (3) Where the minimum finance charge provided by
39 subparagraph (B) or subparagraph (C) of paragraph (1)
40 of subdivision (j), if either is applicable, is greater than

1 the earned finance charge as of the date of prepayment,
2 the holder shall be additionally entitled to the difference.

3 (4) The provisions of this subdivision shall not impair
4 the right of the seller or the seller's assignee to receive
5 delinquency charges on delinquent installments and
6 reasonable costs and fees as provided in subdivision (k)
7 or extension or deferral agreement charges as provided
8 in Section 2982.3.

9 (5) Notwithstanding any provision of a contract to the
10 contrary, whenever the indebtedness created by any
11 contract is satisfied prior to its maturity through
12 surrender of the motor vehicle, repossession of the motor
13 vehicle, redemption of the motor vehicle after
14 repossession, or any judgment, the outstanding obligation
15 of the buyer shall be determined as provided in
16 paragraph (1) or (2); provided further that the buyer's
17 outstanding obligation shall be computed by the holder
18 as of the date the holder recovers the value of the motor
19 vehicle through disposition thereof or judgment is
20 entered or, if the holder elects to keep the motor vehicle
21 in satisfaction of the buyer's indebtedness, as of the date
22 the holder takes possession of the motor vehicle.

23 (m) Notwithstanding any other provision of this
24 chapter to the contrary, any information required to be
25 disclosed in a conditional sale contract under this chapter
26 may be disclosed in any manner, method, or terminology
27 required or permitted under Regulation Z, as in effect at
28 the time that disclosure is made, except that permitted by
29 paragraph (2) of subdivision (c) of Section 226.18 of
30 Regulation Z, provided that all of the requirements and
31 limitations set forth in subdivision (a) of this section are
32 satisfied. Nothing in this chapter prohibits the disclosure
33 in that contract of additional information required or
34 permitted under Regulation Z, as in effect at the time that
35 disclosure is made.

36 (n) If the seller imposes a fee for document
37 preparation, the contract shall contain a disclosure that
38 the fee is not a governmental fee.

39 (o) No seller may impose an application fee for a
40 transaction governed by this chapter.



(p) The seller or holder may charge and collect a fee not to exceed fifteen dollars (\$15) for the return by a depository institution of a dishonored check, negotiated order of withdrawal, or share draft issued in connection with the contract, if the contract so provides or if the contract contains a generalized statement that the buyer may be liable for collection costs incurred in connection with the contract.

(q) The contract shall disclose on its face, by printing the word “new” or “used” within a box outlined in red, that is not smaller than one-half inch high and one-half inch wide, whether the vehicle is sold as a new vehicle, as defined in Section 430 of the Vehicle Code, or a used vehicle, as defined in Section 665 of the Vehicle Code.

(r) The contract shall contain a notice with a heading in at least 12-point bold type and the text in at least 10-point bold type, circumscribed by a line, immediately above the contract signature line, that reads as follows:

THERE IS NO COOLING OFF PERIOD

California law does not provide for a “cooling off” or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

SEC. 2. Section 14602.6 of the Vehicle Code is amended to read:

14602.6. (a) Whenever a peace officer determines that a person was driving a vehicle while his or her driving privilege was suspended or revoked or without ever having been issued a license, the peace officer may either immediately arrest that person and cause the removal and seizure of that vehicle or, if the vehicle is involved in a traffic collision, cause the removal and seizure of the

1 vehicle, without the necessity of arresting the person in
2 accordance with Chapter 10 (commencing with Section
3 22650) of Division 11. A vehicle so impounded shall be
4 impounded for 30 days.

5 The impounding agency, within two working days of
6 impoundment, shall send a notice by certified mail,
7 return receipt requested, to the legal owner of the
8 vehicle, at the address obtained from the department,
9 informing the owner that the vehicle has been
10 impounded. Failure to notify the legal owner within two
11 working days shall prohibit the impounding agency from
12 charging for more than 15 days' impoundment when the
13 legal owner redeems the impounded vehicle.

14 (b) The registered and legal owner of a vehicle that is
15 removed and seized under subdivision (a) or their agents
16 shall be provided the opportunity for a storage hearing to
17 determine the validity of, or consider any mitigating
18 circumstances attendant to, the storage, in accordance
19 with Section 22852.

20 (c) Any period in which a vehicle is subjected to
21 storage under this section shall be included as part of the
22 period of impoundment ordered by the court under
23 subdivision (a) of Section 14602.5.

24 (d) (1) An impounding agency shall release a vehicle
25 to the registered owner or his or her agent prior to the
26 end of 30 day's impoundment under any of the following
27 circumstances:

28 (A) When the vehicle is a stolen vehicle.

29 (B) When the vehicle is subject to bailment and is
30 driven by an unlicensed employee of a business
31 establishment, including a parking service or repair
32 garage.

33 (C) When the license of the driver was suspended or
34 revoked for an offense other than those included in
35 Article 2 (commencing with Section 13200) of Chapter 2
36 of Division 6 or Article 3 (commencing with Section
37 13350) of Chapter 2 of Division 6.

38 (2) No vehicle shall be released pursuant to this
39 subdivision, except upon presentation of the registered
40 owner's or agent's currently valid driver's license to

1 operate the vehicle and proof of current vehicle
2 registration, or upon order of a court.

3 (e) The registered owner or his or her agent is
4 responsible for all towing and storage charges related to
5 the impoundment, and any administrative charges
6 authorized under Section 22850.5.

7 (f) A vehicle removed and seized under subdivision
8 (a) shall be released to the legal owner of the vehicle or
9 the legal owner's agent prior to the end of 30 day's
10 impoundment if all of the following conditions are met:

11 (1) The legal owner is a motor vehicle dealer, bank,
12 credit union, acceptance corporation, or other licensed
13 financial institution legally operating in this state or is
14 another person, not the registered owner, holding a
15 security interest in the vehicle.

16 (2) The legal owner or the legal owner's agent pays all
17 towing and storage fees related to the seizure of the
18 vehicle. No lien sale processing fees shall be charged to
19 the legal owner who redeems the vehicle prior to the
20 fifteenth day of impoundment.

21 (3) (A) The legal owner or the legal owner's agent
22 presents foreclosure documents, *an affidavit of*
23 *nonmonetary repossession for the vehicle*, or an affidavit
24 of repossession for the vehicle.

25 (B) *The seizure of a vehicle pursuant to this section is*
26 *sufficient grounds for the issuance of an affidavit of*
27 *nonmonetary repossession for the vehicle by the legal*
28 *owner.*

29 (g) (1) A legal owner or the legal owner's agent that
30 obtains release of the vehicle pursuant to subdivision (f)
31 shall not release the vehicle to the registered owner of the
32 vehicle or any agents of the registered owner, unless the
33 registered owner is a rental car agency, until after the
34 termination of the 30-day impoundment period.

35 (2) The legal owner or the legal owner's agent shall not
36 relinquish the vehicle to the registered owner until the
37 registered owner or that owner's agent presents his or her
38 valid driver's license or valid temporary driver's license
39 to the legal owner or the legal owner's agent. The legal
40 owner or the legal owner's agent shall make every

1 reasonable effort to ensure that the license presented is
2 valid.

3 (3) Prior to relinquishing the vehicle, the legal owner
4 may require the registered owner to pay all towing and
5 storage charges related to the impoundment and any
6 administrative charges authorized under Section 22850.5
7 that were incurred by the legal owner in connection with
8 obtaining custody of the vehicle.

9 (h) (1) A vehicle removed and seized under
10 subdivision (a) shall be released to a rental car agency
11 prior to the end of 30 days' impoundment if the agency
12 is either the legal owner or registered owner of the
13 vehicle and the agency pays all towing and storage fees
14 related to the seizure of the vehicle.

15 (2) The owner of a rental vehicle that was seized
16 under this section may continue to rent the vehicle upon
17 recovery of the vehicle. However, the rental car agency
18 shall not rent another vehicle to the driver of the vehicle
19 that was seized until 30 days after the date that the vehicle
20 was seized.

21 (3) The rental car agency may require the person to
22 whom the vehicle was rented to pay all towing and
23 storage charges related to the impoundment and any
24 administrative charges authorized under Section 22850.5
25 that were incurred by the rental car agency in connection
26 with obtaining custody of the vehicle.

27 (i) Notwithstanding any other provision of this
28 section, the registered owner and not the legal owner
29 shall remain responsible for any towing and storage
30 charges related to the impoundment, any administrative
31 charges authorized under Section 22850.5, and any
32 parking fines, penalties, and administrative fees incurred
33 by the registered owner.

34 SEC. 3. Section 22850.5 of the Vehicle Code is
35 amended to read:

36 22850.5. (a) A city, county, or city and county, or a
37 state agency may adopt a regulation, ordinance, or
38 resolution establishing procedures for the release of
39 properly impounded vehicles and for the imposition of a
40 charge equal to its administrative costs, *which shall not*



1 *exceed fifteen dollars (\$15)*, relating to the removal,
2 impound, storage, or release of the vehicles. Those
3 administrative costs may be waived by the local or state
4 authority upon verifiable proof that the vehicle was
5 reported stolen at the time the vehicle was removed.

6 (b) Administrative costs shall only be imposed on the
7 registered owner or the agents of that owner and shall not
8 include any vehicle towed under an abatement program
9 or sold at a lien sale pursuant to Sections 3068.1 to 3074,
10 inclusive, of, and Section 22851 of, the Civil Code unless
11 the sale is sufficient in amount to pay the lienholder's total
12 charges and proper administrative costs.

13 (c) Any administrative costs imposed shall be
14 collected by the local or state authority at the time of
15 release.

16 (d) The administration charges imposed pursuant to
17 this section shall be in addition to any other charges
18 authorized or imposed pursuant to this code.

